TENANT SIGN CRITERIA 280 METRO MALL COLMA, CALIFORNIA

Approved by the Town of Colma City Council June 26, 1985 REVISED SEPTEMBER 12, 2003

A. <u>DESIGN INTENT</u>

- 1. Signage Criteria has been established for the purpose of assuring an outstanding retail area and for the mutual benefit of all tenants. All Tenant signage designs must be approved by Landlord before fabrication. All signage must be approved by Landlord prior to installation by Tenant.
- Imaginative designs which depart from traditional methods and placements are encouraged. Signing shall not exceed the maximum dimensions approved unless, in the sole opinion of Landlord, and upon approval from the Town of Colma, the larger format contributes to the overall design of the retail area, the Mall, and Tenant's visibility.
- 3. Conformance with this Sign Criteria and the <u>Sign Plan</u> (Tenant Receipt, Section II.E.) as approved by Landlord will be strictly enforced, and any installed non-conforming or unapproved signs must be brought to immediate conformance at the expense of Tenant.

B. GENERAL REQUIREMENTS

- 1. Each Tenant shall submit or cause to be submitted to the Landlord for approval, prior to fabrication, three (3) copies of detailed drawings indicating the location, size, layout, design, dimensions, colors, illuminations, materials and method of attachment of all signs.
- 2. All permits for Tenant signs and their installation shall be obtained from and fees paid to the Town of Colma, as required, by the Tenant. Signs shall not be installed until they have been reviewed by the Town of Colma and found to be in conformance with the Tenant Sign Criteria.
- 3. All signs shall be constructed and installed at Tenant's expense.
- 4. All signs shall be reviewed for conformance with this Sign Criteria and the Sign Plan and overall design quality by Landlord. Approval or disapproval of sign submittals shall be based on aesthetics and complimentary design with 280 Metro Mall, which shall remain the right of Landlord to approve or disapprove.
- 5. Tenant shall be responsible for the installation and maintenance of its signs. Should Tenant's signs require maintenance or repair, Landlord shall give Tenant ten (10) days written notice to effect appropriate repair and/or maintenance. Should Tenant fail to do same, Landlord shall undertake repairs and maintenance and Tenant shall reimburse Landlord immediately upon receipt from Landlord of all invoiced costs related thereto.
- 6. All companies bidding to manufacture sings shall be pre-approved by Landlord. Said companies are hereby advised through Tenant that no substitutes will be accepted

- by Landlord whatsoever to this Sign Criteria specifications, unless specially approved by Landlord. Any signs found not in conformance will be rejected and removed at Tenant's expense.
- 7. All manufacturer companies are advised that, prior to acceptance and final payment, each unit will be inspected for conformance by the authorized representative of Landlord, the Tenant Coordinator. Ay signs found not in conformance will be rejected and removed at Tenant's expense.
- 8. Tenant is required to have signs as shown on the Sign Plan, and as specified herein, as approved by Landlord after submittal by Tenant, installed and fully operable upon Term Commencement Date, or the date Tenant opens for business, whichever occurs first.
- 9. No animated, flashing, or audible signs will be permitted.
- 10. No exposed lamps or tubing will be permitted.
- 11. All signs and their installation shall comply with all local building codes, ordinances, and regulations of agencies having jurisdiction over the work.
- 12. No portable or temporary signs will be permitted at any time without prior written approval of Landlord.
- 13. Grand Opening or promotion signs shall comply with the Town of Colma sign ordinance, shall have permits, and shall be approved by Landlord prior to installation and removed upon Landlord's request.
- 14. All cabinets, conductors, transformers, and other equipment shall be completely concealed.
- 15. No exposed raceways, crossovers, or conduits will be permitted.
- 16. Painted lettering will not be allowed.
- 17. No signs of any kind will be permitted on building roofs or at any other locations other than those show on the Sign Plan. All changes or deviations must be approved in writing by Landlord and may be subject to approval by the Town of Colma.

C. CONSTRUCTION REQUIREMENTS

- All exterior signs shall be installed in conformance with approved Specifications. Signs shall bear the Underwriters Laboratory (ULC) label and comply with all required electrical and Building Codes.
- 2. Exterior signs shall be secured by concealed fasteners, stainless steer, nickel, cadmium plated, or other similar durable and non-staining material.
- Sign outlet will be provided by Landlord and connected to Tenant's electrical panel via Landlord's sign timer relay. Signage lights will be provided and fully maintained by Tenant, and will be replaced immediately upon failure by Tenant at Tenant's cost.

- 4. All exterior signs shall be mounted in a manner to permit proper dirt and water drainage, and so not to cause staining, discoloring, or in any other way cause blemishing to the building arcade panels.
- 5. All penetrations of the building structure arcade required for sign installation shall be pre-approved before installation by Tenant Coordinator, and shall be neatly and clearly scaled to yield watertight conditions.
- 6. No labels will be permitted on the exposed surface of signs except those required by ordinance and code which shall be applied in an inconspicuous manner.
- 7. Sign contractor shall repair any damage to any work caused by contractor's work. Damage to structure that is no repaired by Tenant's sign contractor shall become the Tenant's responsibility to correct.
- 8. Tenant shall be fully responsible for the operations and performance of Tenant's sign contractor.
- 9. Welding of any member or connection which is designed to resist loads and forces which is not fabricated on site, shall be fabricated in an approved fabricators shop as required by the Uniform Building Code.
- 10. Perform all work in accordance with all applicable ordinances codes and regulations required by authorities having jurisdiction over such work, and provide all inspection and permits required by Stat and local authorities for furnishing, transporting and installing of signage materials.
- 11. Tenant is responsible for obtaining permits for installation and use of signage.
- 12. Delivery, Storage and Handling:
 - a. Furnish factory wrapping, packaging, and other means necessary to prevent damage or deterioration during shipment, handling, storage and installation.
 - b. Store products inside enclosed facilities or closed building and maintain storage spaces and products in dry condition.
 - c. Conform to any specific requirements of the manufacturer.

D. GUARANTEE

Entire sign display shall be guaranteed for one (1) year from date of installation against defects in materials and workmanship. Defective parts shall be immediately replaced.

E. INSURANCE

1. Sign company shall carry workman's compensation, public liability insurance against all damage suffered or done to any and all persons and/or property while engaged in the construction or erection of signs in the amount of One Million Dollars (\$1,000,000.00) per occurrence.

2. Sign company shall conform to all insurance requirements of this Tenant Manual (Section VI., A., 3).

F. MISCELLANEOUS REQUIREMENTS

- 1. Each Tenant shall be permitted to place upon one entrance of its demised Premises not more than 144 square inches of white vinyl lettering not to exceed two (2) inches in height, indicating hours of business, emergency telephone numbers, and other type of information only, subject Landlord approval.
- Except as provided herein and in the lease, no advertising placards, banners, pennants, names, insignia, trademarks, or other descriptive materials of any kind shall be affixed or maintained upon either the interior or exterior of the glass of the storefront and supports of the show windows and doors, or upon the exterior of the walls of the buildings, or within 10' from storefront within the Premises. These conditions apply to the entire term of the lease and apply to all signage, whether temporary, promotional, sale, permanent. etc.
- 3. Tenant shall not place any signs on the rear of the Premises or on any secondary receiving or exit door(s).
- 4. At the expiration or termination of tenant's Lease, Tenant shall be required to remove signs and patch the building wall arcades and paint the patched area to match the surrounding areas of the Building. Landlord retains sole judgment concerning the acceptability of the patching, and if Tenant cannot provide for acceptable patching, Landlord may cause the work to be performed using Landlord's contractors and Tenant will pay the costs thereof at receipt from Landlord of invoice for said work.
- 5. No wood backed letter material will be allowed.
- 6. Maximum width of sign shall not exceed seventy-five percent (75%) of the linear leased frontage of premises, or show on Sign Plan.
- 7. Logos shall not exceed ten percent (10%) of the sign area and will be included in the allowable signage. Area is calculated on total length of letter multiplied by the height of the letters.
- 8. Only the trade name of the store shall be depicted on the sign, no information.
- Landlord reserves the right to hire an independent electrical engineer (at Tenant's sole expense) to inspect the installation of all Tenant signs and to require the Tenant to have any discrepancies and/or code violations corrected at Tenant's expense.
- 10. Hours of Operation shall be as mandated in the Lease, or as specified by Landlord. Signage shall remain on in conformance with Landlord's Illumination Plan for the Center, available from and as specified by Tenant Coordinator.

G. SUBMITTALS/APPROVALS

1. Initial Submittal: Three (3) copies required to be submitted to Landlord by Tenant as part of Preliminary Plan.

2. Shop Drawings: Blueline Prints

- a. Complete scale elevations showing location of each sign.
- b. Layout drawing at $\frac{1}{2}$ " = 1'0 scale, showing typeface, dimensions, location, colors and specifications.
- c. Colors: One (1) sample of each color to Landlord.

3. Quality Assurance

All work in this project shall be done by sign companies pre-approved by the Landlord.

H. PRODUCTS

1. Signs, General

All Tenant signs shall consist of individual, illuminated, cut out, letter displays. No illuminated or non-illuminated sign cabinets or painted signs are allowed for letter displays or logos. Individual typefaces of Tenant's choice will be allowed. Design, color, and layout of letters are subject to sole written approval by the Landlord. Sign Copy shall contain legally registered name only.

2. Stores Over 10,000 Square Feet with Masonry Fascia

Each Tenant shall install one sign on the sign parapet above the Tenant's storefront. The overall height of each sign shall not exceed **48**" from top to bottom.

3. Stores *Under* 10,000 Square Feet with Masonry Fascia

Each Tenant shall install one sign on the sign parapet above the Tenant's storefront. The overall height of each sign shall not exceed **36**" from top to bottom.

4. Stores with Stucco Fascia

Each Tenant shall install one sign on the sign parapet above the Tenant's storefront. The overall height of each sign shall not exceed 30" from top to bottom.

- 5. Signs, Construction
 - a. The sign shall consist of individual, internally-illuminated letters. The sign shall consist of:
 - A Raceway
 - Letter Cabinet
 - Internal Illumination
 - Plastic Face
 - Trim Cap
 - b. The Raceway shall be a cabinet of 24 gauge sheet metal, 8 inches high and 6 inches deep, primed with Paintlock. The Raceway shall be weather tight and run within the building or on the back side of the

- sign fascia. One conduit for 120 V power shall enter the raceway from the junction box on the back side of the Tenant's sign fascia. The sign fascia color can be inspected on-site at the 280 Metro Mall.
- c. Individual letters shall be made of 0.50 aluminum sheet, and 6 inches deep. Letters shall be fastened to the sign fascia with mechanical fasteners. The sign contractor shall provide calculations for sign attachment prepared by a licensed engineer.
- d. Individual letters shall be internally illuminated by a minimum of two neon tubes; the color of the neon gas shall correspond to the color of the sign face. If the sign face color includes white, the neon tubing shall be white. Transformers shall be housed in the raceway. All wiring penetration through the building fascia shall be carried by flexible conduit.
- e. Plastic sign faces shall be 1/4 inch thick cast acrylic sheet.
- f. All individual letters shall be trimmed with a ¾ inch trim cap.

6. Project Colors

- a. General: Sign colors shall be red, green, blue, black, white, orange or yellow, as specified by the Landlord. The color(s) of the Tenant sign is (are) subject to approval by the Landlord.
- b. Acrylic Sign Face: The acrylic sign face color shall be considered the primary sign color.
- c. Sign Cabinet: Tenants are encouraged to paint the sign cabinet to match the sign face color. Cabinets may also be black, white or silver.
- d. Trim Cap: The trim cap shall be painted to match the color of the acrylic sign face or the sign cabinet.

I. EXECUTION

1. Fabrications

- a. Signs shall have fine, even texture and shall be flat and sound. Lines and miters shall be sharp, seams flush and unbroken, profiles accurate and ornament true to pattern. Plan surfaces shall be smooth flat and without oilcanning. Maximum variation from plane of surface plus or minus 1/32". Filed or cut areas shall have texture restored.
- b. Holes for bolts and screws shall be drilled. Fastenings shall be concealed. Exposed ends and edges shall be milled smooth, with corners slightly rounded. Joints exposed to weather shall be formed to exclude water.

c. All painted surfaces shall be properly primed and finish coating of paint shall be complete with no light or thin applications allowing substrate or primer to show. The finish surface shall be smooth, free of scratches, gouges, drips, bubbles, thickness variations, foreign matter and other imperfections.

2. Installation

- a. Protect products against damage during field handling and installation.
- b. Protect adjacent existing and new placed construction and finishes as necessary to prevent damage during installation.
- c. Touch up paint all exposed mechanical fasteners to match color and finish of surface surround the fastener upon completion of installation.
- d. Clean all adjacent surfaces that may have been soiled and remove all installation debris upon completion of installation.

3. Field Quality Control

Signs shall be mounted level and plumb according to the plan locations and the dimensions given on the elevation drawings. Where otherwise not dimensioned, signs shall be installed where best suited to provide and even and consistent appearance through the Center. When the exact position, angle, height or location is in doubt, the Tenant and Sign Contractor shall contact the Tenant Coordinator for clarification.

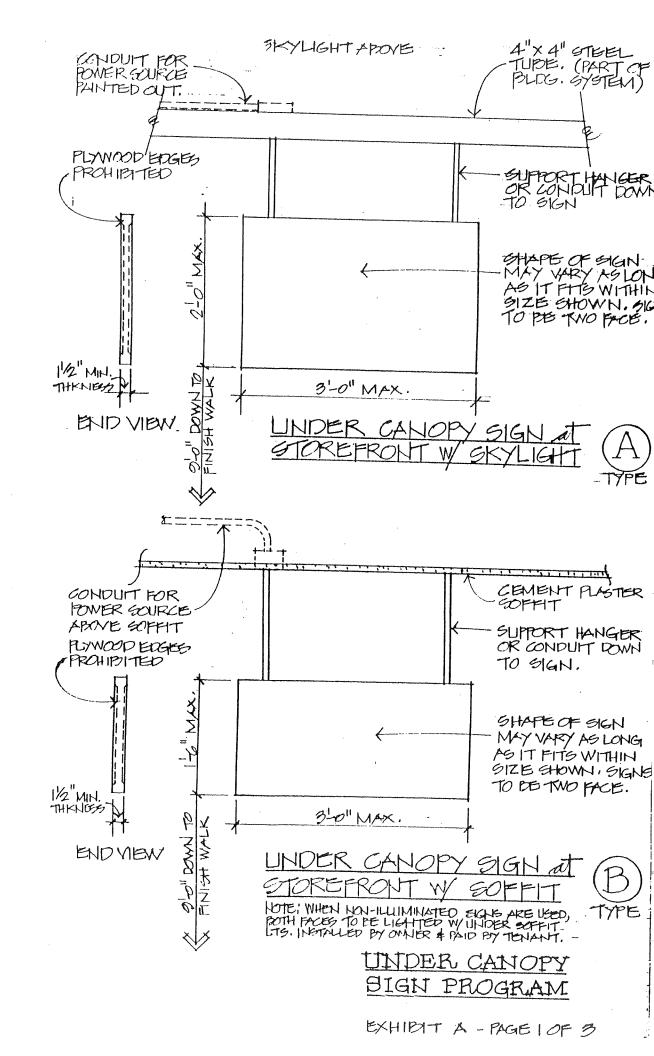
4. Under Canopy Signs

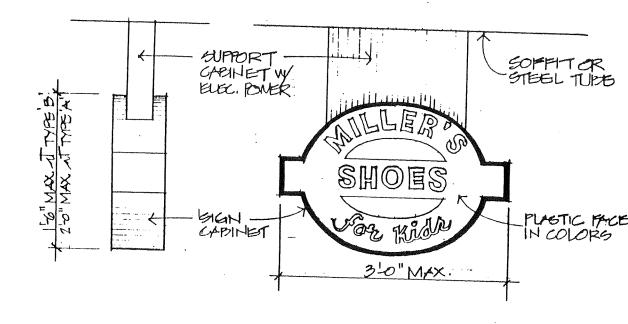
a. To promote the unique character of each use in the shopping center, Landlord requires individually designed "under canopy" signs on the underside of the canopy/soffitt in front of each store. In pursuit of this goal, Tenant is required to design, construct and install at its sole cost and expense a professionally designed sign (with the necessary electrical service and fixtures) on the underside of the canopy/soffitt that identifies its store to pedestrian shoppers using the sidewalk of the shopping center.

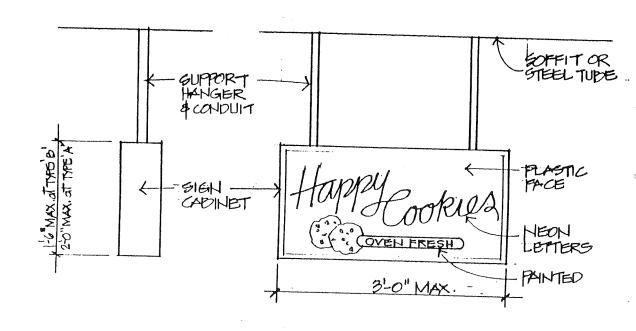
Notwithstanding that each and every sign is subject to Landlord's and the Town's prior approval, each sign shall meet the following criteria:

- i. The sign may be of any shape, but with a maximum dimensions of 3' wide by 2' high for those stores with a skylighted canopy, and 3' wide by 1 $\frac{1}{2}$ ' high for those stores with a soffitted canopy.
- ii. The bottom of all signs shall be at exactly 9' above finished floor level of the sidewalk in front of the store.

- iii. Signs may be any one of the following types of construction:
 - a. Neon tube
 - b. Internally illuminated "can"
 - c. Non-electric signs with direct spotlighted illumination from fixtures recessed in soffitts or mounted under a skylight.
- iv. Logos may be used in conjunction with the name of the Tenant, but not alone, unless in the sole discretion of the Landlord, the logo is so well known to the general public that the logo is automatically associated with a specific retailer/tenant.



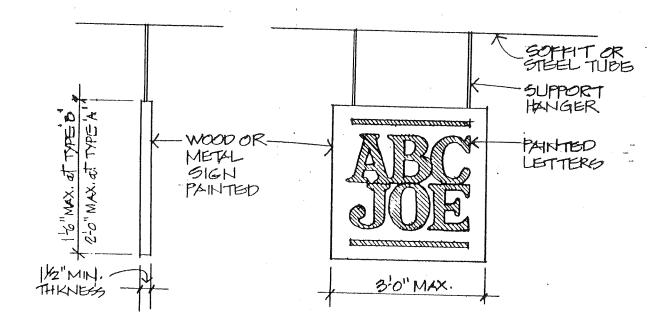


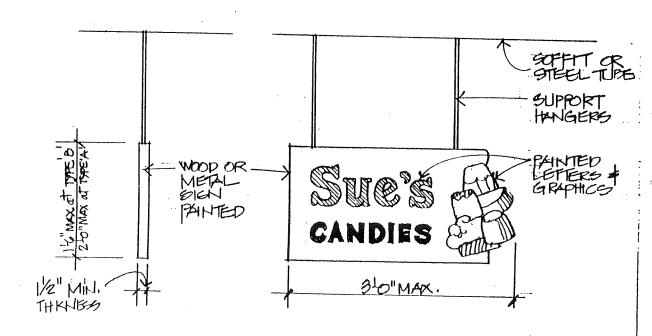


SUGGESTED SIGN TYPES

UNDER CANOPY SIGN PROGRAM

EXHIBITA - PAGE 2 OF 3





SUGGESTED SIGN TYPES

UNDER CANOPY BIGN PROGRAM EXHIBITA - PAGE 3 OF 3